



FOR COUNTY USE ONLY

**SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT
F A S
STANDARD CONTRACT**

E	<input checked="" type="checkbox"/>	New	Vendor Code		Dept.	Contract Number	
M	<input type="checkbox"/>	Change			SC	097	A
X	<input type="checkbox"/>	Cancel					
County Department				Dept.	Orgn.	Contractor's License No.	
Flood Control District				097	097		
Flood Control District Contract Representative					Ph. Ext.	Amount of Contract	
Vana R. Olson, P.E.					72571	\$0.00	
Fund	Dept.	Organization	Appr.	Obj/Rev	Source	Activity	GRC/PROJ/JOB Number
RFA	091	091					FA19704
Commodity Code				Estimated Payment Total by Fiscal Year			
				FY	Amount	I/D	FY
Project Name							Amount
San Sevaine Channel							I/D
at Napa Street							

THIS CONTRACT is entered into in the State of California by and between the San Bernardino County Flood Control District, hereinafter called the District, and

Name
 County of San Bernardino
 Address
 825 East Third Street
 San Bernardino, Ca. 92415-0835
 Phone _____ Birth Date _____
 Federal ID No. or Social Security No. _____

hereinafter called _____ COUNTY

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH

WHEREAS, COUNTY desires to effect, at no cost to the **DISTRICT**, the operation and maintenance of Reinforced Box Culvert Improvements, including paving, sidewalks, and appurtenances thereto, (herein after referred to as **IMPROVEMENTS**) at the San Sevaine Channel crossing of Napa Street, which operation and maintenance will necessitate **COUNTY'S** use of certain **DISTRICT** easement Right-of-Way (**R/W**) for roadway purposes; and

WHEREAS, COUNTY desires to operate and maintain said **IMPROVEMENTS** within **DISTRICT R/W** and within adjoining **COUNTY** lands, which **DISTRICT R/W** is hereinafter referred to as **AREA OF COMMON USE**, said **AREA OF COMMON USE** is shown on attached plat marked "EXHIBIT A"; and

WHEREAS, DISTRICT desires to preserve, maintain, construct, and operate flood control and water conservation works within and across said **AREA OF COMMON USE**;

NOW, THEREFORE, IT IS UNDERSTOOD AND MUTUALLY AGREED AS FOLLOWS:

1. **DISTRICT** hereby consents to the operation, maintenance, and reconstruction of the **IMPROVEMENTS** at no expense to the **DISTRICT** within the **AREA OF COMMON USE** and to allow **COUNTY** and the public to occupy and use said **AREA OF COMMON USE**; provided, however, that no use, occupancy, construction, reconstruction, or maintenance shall be effected by the **COUNTY**, its successors or assigns, in any manner which, in the opinion of the Flood Control Engineer of the **DISTRICT**, may interfere or conflict with any structures, facilities, operation, or uses which **DISTRICT** has or intends to have upon said **R/W**, without first submitting plans for such use and/or occupancy to **DISTRICT'S** Flood Control Engineer at least thirty (30) days prior to the date of such intended use or occupancy and obtain his written approval thereof, which approval shall not be withheld, if in the opinion of said Flood Control Engineer, the proposal does not interfere or conflict with the **DISTRICT'S** interests.
2. **DISTRICT** agrees to process all permits requested by the **COUNTY**, which are needed to operate, maintain, or reconstruct the **IMPROVEMENTS** and which are properly applied for as provided herein subject to the provisions and conditions of this agreement.
3. **DISTRICT** agrees to submit to the **COUNTY** at least thirty (30) days in advance, plans for any proposed construction and/or maintenance of **DISTRICT** facilities within **AREA OF COMMON USE**, which may endanger, interfere, or conflict with **COUNTY'S** facilities or their functional operation and obtain written approval from the **COUNTY** of such plans.
4. **DISTRICT** agrees to accept full responsibility for the maintenance and/or operation of and liability for all flood control and water conservation works located below the soffit of the reinforced box culvert to be constructed as part of the **IMPROVEMENTS**.
5. **DISTRICT** agrees to indemnify, defend, and hold harmless the **COUNTY** and/or its officers, agents, volunteers, and employees from and against any and all claims, demands, loss, or liability of any kind or nature which the **COUNTY** and/or its officers, agents, volunteers, or employees may sustain or incur or which may be imposed upon them for property damage and injury to or death of any persons caused by the **DISTRICT'S** use of the **AREA OF COMMON USE**, except insofar as such property damage, injury or death may be the result of the negligence of the **COUNTY**, or its officers, agents, volunteers, or employees.
6. **COUNTY**, its successors and assigns shall assume full responsibility for the operation and maintenance of and liability for the **IMPROVEMENTS**, including all appurtenant works, located above the soffit of the reinforced box culvert.
7. **COUNTY** acknowledges **DISTRICT'S** right to the **AREA OF COMMON USE** and the priority of **DISTRICT'S** rights within the **AREA OF COMMON USE**. Except in emergencies, **COUNTY** shall give reasonable notice to the **DISTRICT** before performing any work on **COUNTY'S IMPROVEMENTS** in said **AREA OF COMMON USE**, where such work will be performed within channel and/or levees areas, if which work will in any way alter or obstruct the flow of or potential flow of waters within said flood control and conservation works.

8. **COUNTY** agrees to indemnify, defend, and hold harmless the **DISTRICT** and/or their officers, agents, volunteers, and employees from and against any and all claims, demands, loss, or liability of any kind or nature which the **DISTRICT** and/or their officers, agents, volunteers, or employees may sustain or incur or which may be imposed upon them for property damage and injury to or death of any persons caused by **COUNTY'S** use of the **AREA OF COMMON USE**, except insofar as such property damage, injury, or death may be the result of the negligence of the **DISTRICT**, or its officers, agents, volunteers, or employees.

THIS AGREEMENT shall inure to the benefit of and be binding on the successors and assigns of both parties.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

▶ _____
Chairman, Board of Supervisors

(State if corporation, company, etc.)

Dated _____

By ▶ _____
(Authorized Signature)

ATTESTED:

Dated _____

▶ _____
Secretary of the Flood Control District

Title _____

Address _____

Approved as to Legal Form
▶ _____
County Counsel
Date _____

Reviewed as to Affirmative Action
▶ _____
Date _____

Reviewed for Processing
▶ _____
Agency Administrator/CAO
Date _____